



## CISCO IRONPORT SYSTEMS, LLC SOFTWARE LICENSE AGREEMENT

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### 1. DEFINITIONS

1.1 "Company Service" means the Company's email or internet services provided to End Users for the purposes of conducting Company's internal business.

1.2 "Documentation" means IronPort's standard end user guide documentation for the IronPort hardware containing the Software.

1.3 "Delivery Date" means the date the IronPort hardware containing the Software is shipped to Company.

1.4 "End User" means the employee, contractor or other agent authorized by Company to access to the Internet or use email services via the Company Service.

1.5 "Ordering Document" means the purchase agreement, evaluation agreement, beta, pre-release agreement or similar agreement between the Company and IronPort or the Company and an IronPort reseller, or the valid terms of any purchase order accepted by IronPort in connection therewith, containing the purchase terms for the Software license granted by this Agreement.

1.6 "Service(s)" means (i) the provision of the Software functionality, including Updates and Upgrades, and (ii) the provision of support by IronPort or its reseller, as the case may be.

1.7 "Software" means: (i) IronPort's proprietary software licensed by IronPort to Company along with IronPort's hardware products; (ii) any software provided by IronPort's third-party licensors that is licensed to Company or sublicensed by IronPort to Company to be implemented for use with IronPort's hardware products; (iii) any other IronPort software module(s) licensed by IronPort to Company along with IronPort's hardware products; and (iv) any and all Updates and Upgrades thereto.

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5.1 Limited Warranty. IronPort warrants to Company that the Software, when properly installed and properly used, will substantially conform to the specifications in the Documentation for a period of ninety (90) days from the Delivery Date or the period set forth in the Ordering Document, whichever is longer ("Warranty Period"). FOR ANY BREACH OF THE WARRANTY CONTAINED IN THIS SECTION, COMPANY'S EXCLUSIVE REMEDY AND IRONPORT'S ENTIRE LIABILITY, WILL BE PROMPT CORRECTION OF ANY ERROR OR NONCONFORMITY, PROVIDED THAT THE NONCONFORMITY HAS BEEN REPORTED TO IRONPORT AND/OR ITS RESELLER BY COMPANY WITHIN THE WARRANTY PERIOD. THIS WARRANTY IS MADE SOLELY TO COMPANY AND IS NOT

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7. TERM AND TERMINATION. The term of this Agreement shall be as set forth in the Ordering Document (the "Term"). If IronPort defaults in the performance of any material provision of this Agreement, then Company may terminate this Agreement upon thirty (30) days written notice if the default is not cured during such thirty (30) day period. If Company defaults in the performance of any material provision of this Agreement, IronPort may terminate this Agreement upon thirty (30) days written notice if the default is not cured during such thirty (30) day notice and without a refund. This Agreement may be terminated by one party immediately at any time, without notice, upon (i) the institution by or against the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such party's debts, (ii) such other party making a general assignment for the benefit of creditors, or (iii) such other party's dissolution. The license granted in Section 2 will immediately terminate upon this Agreement's termination or expiration. Within thirty (30) calendar days after termination or expiration of this Agreement, Company will deliver to IronPort or its reseller or destroy all copies of the Software and any other materials or documentation provided to Company by IronPort or its reseller under this Agreement.

8. U.S. GOVERNMENT RESTRICTED RIGHTS; EXPORT CONTROL. The Software and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Company acknowledges that the Software and Documentation must be exported in accordance with U.S. Export Administration Regulations and diversion contrary to U.S. laws is prohibited. Company represents that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Company export privileges. Company represents that Company will not use or transfer the Software for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license. Company acknowledges it is Company's ultimate responsibility to

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9. MISCELLANEOUS. This Agreement is governed by the laws of the United States and the State of California, without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of (i) any provision of any present or future law or regulation of the United States or any applicable law that applies to the subject hereof, and (ii) interruptions in the electrical supply, failure of the Internet, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party. This Agreement and the Ordering Document set forth all rights for the user of the Software and is the entire agreement between the parties and supersedes any other communications with respect to the Software and Documentation. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of IronPort, except that IronPort may modify the IronPort Privacy Statement at any time, in its discretion, via notification to Company of such modification that will be posted at <http://www.ironport.com/privacy.html>. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by IronPort or a duly authorized representative of IronPort. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The parties confirm that it is their wish that this Agreement has been written in the English language only.

10. IRONPORT CONTACT INFORMATION. If Company wants to contact IronPort for any reason, please write to CISCO IRONPORT SYSTEMS LLC, 950 Elm Avenue, San Bruno, California 94066, or call or fax us at tel: 650.989.6500 and fax: 650.989.6543.